

Exhibit E

LEHMAN BROTHERS HOLDINGS INC.

August 14, 2014

VIA UPS DELIVERY

Directors Mortgage Inc.
4550 SW Kruse Way, Ste. 275
Lake Oswego, OR 97035

Re: Demand for Payment

Dear Sir or Madam,

I write on behalf of the Bankruptcy Estate of Lehman Brothers Holdings Inc. ("LBHI") in connection with the enforcement of (i) the Mortgage Loan Purchase Agreement made by and between Lehman Brothers Bank, FSB, ("Lehman Bank") and Directors Mortgage Inc. (the "Seller"), dated as of June 11, 2004 (the "Loan Purchase Agreement"), and the incorporated Seller's Guide (the "Seller's Guide"),¹ and (ii) the Assignment Agreement between Lehman Bank and LBHI (the "Assignment Agreement").

In sum, Lehman Bank purchased the Loan(s) (identified in Schedule A) from Seller pursuant to the Loan Purchase Agreement. Lehman Bank subsequently sold the Loan(s) to LBHI and assigned to LBHI its contractual rights with respect to the Loan, including its rights to indemnification. With respect to the Loan(s), the Seller breached representations, warranties and covenants and other provisions of the agreements. LBHI seeks to recover on claims it allowed in its bankruptcy with respect to the Loan(s) as a result of those breaches.

More specifically, the Loan Purchase Agreement incorporates the Seller's Guide by reference. The Seller's Guide provides that LBHI, as a subsequent holder of any Mortgage Loan, shall be a third party beneficiary of the Loan Purchase Agreement and the Seller's Guide. Accordingly, LBHI as a subsequent holder (and third-party beneficiary) of the Notes is entitled to all the benefits of the Loan Purchase Agreement and the Seller's Guide, including the right to indemnification.

Further, the Loan Purchase Agreement requires the Seller to indemnify Lehman Bank's assigns. Once Lehman Bank purchased the Loan(s) from Seller, it sold and assigned the Loan to LBHI. In addition, Lehman Bank assigned all of its rights in and to the Loan Purchase Agreement and the Seller's Guide, including its remedies thereunder, to LBHI.

¹ Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Loan Purchase Agreement or Seller's Guide.

The Loan Purchase Agreement and the Seller's Guide also set forth duties and obligations of the parties with respect to the purchase and sale of the Loan(s), including but not limited to the mortgage loan documents, examination of the mortgage loan files and underwriting, representations and warranties concerning the parties and individual mortgage loans purchased or sold, and remedies for breach.

With respect to the Loan(s) sold under the Loan Purchase Agreement and Seller's Guide, Seller made a number of representations, warranties and covenants concerning the mortgage loans including the ones set forth in Schedule A. The Loan(s) did not meet LBHI's purchase requirements. See Schedule A. As a result of Seller's breaches, LBHI has allowed loan level claims in its bankruptcy and been damaged in an amount equal to the amount set forth in Schedule A (the "Disputed Amount").

As such, LBHI hereby demands that Seller immediately pay LBHI the Disputed Amount. The Disputed Amount must be paid no later than thirty days after receipt of this demand notice by wire transfer to the following account:

Bank:	Citibank
Account Name:	LBHI-DIP
Account Number:	3079-0197
ABA Number:	021-000-089

Please note that LBHI is prepared to pursue its rights to address the Seller's breaches of the Loan Purchase Agreement and Seller's Guide in the event that payment is not received within thirty days. Indeed, if payment is not received or a mutually acceptable resolution reached between LBHI and Seller, LBHI will immediately commence Court ordered mediation in New York. A copy of the Alternative Dispute Resolution Procedures Order for Indemnification Claims of the Debtors Against Mortgage Loan Sellers, dated June 24, 2014 (the "Order"), is enclosed. Moreover, if resolution is not reached, LBHI will seek, in addition to the Disputed Amount: (i) prejudgment interest on the Disputed Amount at the statutory rate (9%); and (ii) its reasonable attorneys' fees incurred in forcing Seller's indemnification obligations. Finally, if mediation is required, pursuant to the Order, the Seller will be responsible for one half of the fees and costs charged by the mediator.

Please be guided accordingly.

Nothing in this letter shall be deemed to constitute a waiver by LBHI of any rights and remedies that LBHI may have against the Seller under the Agreements, at law, in equity or otherwise, all of which are expressly reserved.

Any question you may have regarding this matter should be directed to the email address below. I look forward to your prompt response.

Very truly yours,

Residential Claims Team
Lehman Brothers Holdings Inc.
claims@lehmanholdings.com

Enclosures

LBH Loan #	Seller Loan #	Property Address	City	State	Zip	Claim Reason (1)	Claim Reason (2)	Jim Reason	Disputed Amount
0032807265	99-0357	20440 SW ARNOLD PL	SHERWOOD	OR	97140	MISREP - INCOME/EMPLOY	UW - ASSETS		\$99,582.64
0040131997	00-114718	32804 NE TRUTCH CIRCLE	YACOLT	WA	98675	UW - INCOME/EMPLOY	MISREP - INCOME/EMPLOY		\$297,843.45
0040054710	114566	220 EAST 15TH PLACE	LA CENTER	WA	98629	MISREP - DEBTS			\$142,675.38
0033742834	0033742834	13860 SW WALKER ROAD	BEAVERTON	OR	97005	MISREP - OCCUPANCY	UW - OTHER		\$162,798.19
0040160707	40160707	961 MOUNTAIN VIEW LANE	MOLALLA	OR	97038	MISREP - VALUE			\$47,249.95
0033090986	111844	28403 SE 6TH STREET	CAMAS	WA	98607	UW - OTHER			\$61,990.66
TOTAL									\$806,140.27

SCHEDULE A